DISTRICT OF COLUMBIA RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (hereinafter "Lease") is entered into on 6/17/2022 (date) by and between the Lessor(s): Divya Bali , (hereinafter referred to collectively as "Landlord"), and the Lessee(s): Varsha Menon, Hasini Shyamsundar, Felipe Lobo Koerich, Ashanee Nihinsa Kottage, All Lessee(s) (hereinafter referred to collectively as "Tenant").

For the valuable consideration described below, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

1. GRANT OF LEASE: Landlord does hereby Lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the Premises located at the following

Address ("the Premises"): 32 Franklin St NE, Washington, DC 20002

If applicable: Storage #: (N/A) Mailbox #: (N/A) Parking Type: (Assigned Garage) Parking Space #: (N/A)

Parking location: Garage in back of house

2 NATURE OF OCCUPANCY: As a special consideration and inducement for the granting of this Lease by Landlord to the Tenant, the Premises described above shall be used and occupied for residential purposes only by the following members of the Tenant's family or others listed below, except for after born children, children adopted by Tenant or children for whom Tenant is appointed legal guardian:

[If there are any children occupying the property, add the name and age in the fields below. "Child" is an occupant under 18 years old.]

(1. Name Child AND Age): (2. Name of Child AND Age):

(3. Name Child AND Age): (4. Name of Child AND Age):

- 3. **TERM OF LEASE:** This Lease shall commence on <u>07/01/2022</u> at 2:00pm ("the Lease Commencement Date") and extend until its expiration on <u>06/30/2023</u> at 12:00pm ("the Lease Expiration Date"), unless renewed or extended pursuant to the terms herein (hereinafter referred to as the "Lease Term").
- 4. TENANT PORTAL; TENANT LIAISON: Tenant shall be required to use the Tenant online portal ("Tenant Portal") to make any payments due hereunder and to communicate with Landlord/Agent. Tenant may access the Tenant

Portal at: <u>Propertyware.com</u>. In the event of multiple adult co-tenants, Tenant hereby appoints: Varsha Menon as the "Tenant Liaison" for the Premises. Tenant may appoint a substitute Tenant Liaison by providing written notice to Landlord/Agent through the Tenant Portal. Any communication between the Landlord or Agent and Tenant must be with the Tenant Liaison. Any payments due hereunder shall be submitted by Tenant Liaison.

5. SECURITY DEPOSIT: UPON RATIFICATION OF THIS LEASE, Tenant shall, electronically-through the

Tenant Portal- deposit the sum of (\$4,900.00) which is to be retained by Landlord/Agent as a security deposit for the performance by Tenant of all covenants, conditions and terms of this Lease, to be held and deposited in accordance with the applicable provisions of the Housing Regulations of the District of Columbia. Landlord shall not be obligated to apply the same on rent or other charges and arrears or on damages for Tenant's failure to perform said covenants, conditions and terms, although Landlord may so apply the security deposit at Landlord's option. Tenant's loss or Tenant's right to possession of the Premises for nonpayment of rent or for any other reason shall not in any event be affected by reason of the fact that Landlord/Agent holds the security deposit. In the event Landlord repossesses the Premises because of the Tenant's default or because of Tenant's failure to carry out the covenants, conditions and terms of this Lease, Landlord may apply such security deposit on account of all damages suffered by reason of Tenant's default or breach.

Pursuant to the D.C. Housing Code, after a tenancy is terminated, Landlord has forty-five (45) days to return the security deposit, or notify the Tenant in writing of his or her intention to withhold and apply the monies toward expenses incurred under the terms and conditions of this Lease. If Landlord elects to apply the security deposit to monies owed by Tenant to Landlord, either for rent, additional rent, or damages or any other sums, then Landlord shall notify Tenant that he/she intends to withhold the deposit and Landlord has thirty (30) days, from the date the Tenant was first notified, to refund the balance of the deposit that was not used to pay costs of expenses incurred, and at the same time will provide Tenant with an itemized statement, including costs, of the repairs for which the money was spent. In the event of multiple adult co-tenants, Tenant agrees that Landlord/Agent may return the entire security deposit to the Tenant Liaison, and the other individual Tenants shall obtain a refund of their security deposit from their Tenant Liaison.

If Tenant substitutes a new roommate in the Premises in accordance with Paragraph 24 hereof, Tenant shall collect from the new roommate its pro-rata share of the security deposit, plus any accrued interest. Tenant shall not look to the Landlord/Agent for a refund of its security deposit. Landlord/Agent shall have no further liability with respect to the return of the security deposit to Tenant.

All utility services at the Premises shall be ordered disconnected and all final bills paid by Tenant, with proof of receipts, or Landlord/Agent will deduct the amount of the final bills from Tenant's security deposit. Interest shall be paid or credited Tenant in accordance with the provisions of the District of Columbia Housing Regulations. NO PORTION OF THE SECURITY DEPOSIT SHALL BE USED BY TENANT FOR ANY PAYMENT OF ANY RENT DUE.

In the event of a sale of the property upon which the Premises are situated or the transfer or assignment by Landlord of this Lease, Landlord shall transfer the security deposit to the transferee. After the transfer is made and written notice of same is given to Tenant with the name and address of the transferee, Landlord shall be released from all liability for the return of the security deposit. Tenant shall look solely to the new Landlord for the return of his or her security deposit. It is agreed that the foregoing will apply to every transfer or assignment made of the security deposit to a new Landlord. In the event of any rightful or permitted assignment of this Lease by Tenant to any assignee or sublessee, the security deposit is deemed to be held by Landlord as a deposit made by the assignee or sublessee and Landlord will have no further liability with respect to return of such security deposit to the assignor.

Landlord, or Landlord's estate, but not the Agent (as defined below) or court appointed receiver, shall remain liable to the Tenant for the maintenance of the security deposit as required by law.

6. RENT PAYMENTS: Landlord requires that all rental payments be made by electronic ACH direct deposit through the Tenant Portal, or as otherwise instructed by Landlord/Agent. Tenant agrees to pay unto Landlord/Agent during the term of this Lease total rent in the sum of (\$58,800.00) ("rent"). Rental payments are to be made in equal monthly installments of (\$4,900.00), said installment for each month being due and payable on or before the 1st day of the month without set-off, diminution, deduction or demand and said obligation to pay rent is independent of any other clause herein. Failure to pay said rent at the time specified will constitute default and Landlord may use any remedy afforded under the terms of this Lease and/or applicable law. All sums of money or other charges, including service charges, fees or other payments required to be paid by Tenant to Landlord/Agent or to any other person under the terms of this Lease, whether or not the same shall be designated "rent" or "additional rent", will be deemed "rent" and will be collectible as such.

Initial Rental Payment of (\$4,900.00) is due upon DATE TENANT MOVES INTO THE Premises. If this Lease commences on a day other than the first of the month, the amount of rent to be paid for the balance of said first month will be apportioned pro-rata by Landlord; thereafter, rent will be paid on the first day of the month as aforesaid. The initial rental payment will be made through the Tenant Portal.

7. ADDITIONAL CHARGES: Tenant agrees that in the event Tenant fails to pay any installment of rent within five (5) days of the date on which it is due and payable, Tenant shall pay, additional to the rent, a late charge in the amount of five percent (5%) of the amount due. However, the five (5) day late period is NOT a grace period. The monthly rent is due and payable on the first of each month. If the amount due is a service charge, fee or other payment (other than the monthly rent), such amount shall be due upon transmission of the invoice by Landlord/Agent. The late charge must be paid as additional rent together with the rent then overdue and in arrears and acceptance of such payment is not a waiver of the requirement that monthly rent is due on the first day of the month and all other sums are due upon transmission of the invoice. Nothing in this Lease constitutes a waiver or limitation of Landlord/Agent's right to institute legal proceedings for rent, damages and/or repossession of the Premises for non-payment of any installment of rent when and as the same becomes due and payable. A service charge in the amount of \$75 or the maximum permitted by law whichever is greater will be automatically made for each instance in which a check or electronic payment is dishonored for any reason.

8. UTILITIES: Tenant is responsible for and agrees to pay for the following utilities (check those that apply):

⊠: Electric

⊠: Gas

⊠: Cable/Internet

Other Utility Providers:

Tenant shall be responsible for contacting and arranging for any utility service listed above. If Tenant fails to initiate service by the Lease Commencement Date, a \$195 fee will be charged to Tenant as a service charge. If Landlord is billed for utilities, due to failure of Tenant not transferring utilities into Tenant's name by the Lease Commencement Date, Tenant will be responsible for these costs. Tenant shall be responsible for having same utilities disconnected, and final bill paid within 5 days after the Lease Expiration Date. Failure to pay the final the final bill, within 5 days after the Lease Expiration Date will result in a \$195 service charge, billed to the Tenant. If Tenant cancels service prior to the Lease Expiration Date, a \$195 fee will be charged to Tenant and Tenant may be liable for damage caused by canceling service prior to Lease Expiration Date. Tenant shall use reasonable care in conservation of utilities not chargeable to Tenant. Tenant will not bring into use any articles in the Premises that will overload any utility capacities thereof or install any major devices or appliances which create excess usage of any utilities that are chargeable to Landlord.

9. POSSESSION: Tenant shall not be entitled to possession of the Premises designated for Lease until the security deposit and first month's rent (or prorated portion thereof), are paid in full and the Premises is vacated by the prior tenant.

In the event that Landlord is unable to deliver possession of the Premises at the Lease Commencement Date, Landlord agrees to use whatever efforts are, in its sole determination, reasonable to secure possession of the Premises for Tenant, including the recovery of possession as against a former occupant wrongfully holding over, but in no event shall Landlord/Agent be liable to Tenant or any other party for any delay in possession. Notwithstanding the provisions of the foregoing sentence, Tenant shall have no responsibility to pay rent for the time elapsing from the beginning of the term of this Lease until the Premises are available for occupancy by Tenant as determined by Landlord.

10. VEHICLES: Only vehicles with current license plates and in operating condition shall be parked at or in front of the Premises, and on areas designated for this purpose. Vehicles shall be parked only in garages, driveways, assigned spaces, if provided, or on the street or as regulated by Landlord/Agent and/or the Association. No vehicles shall be parked or stored on the grass, lawn or sidewalks of the Premises. Violation will be a cause for removal at Tenant's expense. In addition, the repair or maintenance of any and all motor vehicles is prohibited on or in front of said property. Tenant shall have no right to assign, sublease, license or permit others to use or share said parking on the Premises.

There shall be no parking or storage of commercial vehicles on or in front of the Premises at any time. For the purposes of this Lease, a commercial vehicle is described as any vehicle that is in excess of 10,000 pounds manufacturer's gross vehicle weight, has lettering in excess of four (4) inches, exceeds 300 cubic feet of load space, has dual rear axles and/or a stake platform, dump bed, crane, tow truck or roll back bed.

11. KEYS/MOVE-IN: Each Tenant over the age of 18 will be provided one set of keys to the Premises. Tenant is required to complete the 'Move-in Questionnaire' that will be sent after this lease has been executed. The 'Move-in Questionnaire' will ask for Tenant's forwarding address where keys will be sent. Additional keys may be provided upon request, after \$45 administrative fee plus actual key cost has been paid by Tenant (pending no Condo/Homeowners Assocation restrictions). The time-frame to mail the keys will vary based on key availability.

Move-in's may take place any time after 2:00 pm EST on the Lease Commencement Date, pending the building/association allows for the time requested (if applicable). Under no circumstances is Tenant permitted to enter the Premises before the Lease Commencement Date unless authorized in writing by Landlord/Agent.

Tenant shall not make copies of the keys or fobs nor shall Tenant provide any keys or fobs to any third persons without the express written consent of Landlord/Agent. Tenant shall return all keys and fobs as directed by Landlord at the expiration date of this lease. Parking passes, and other miscellaneous items are to be left on kitchen counter in the Premises or as otherwise instructed by Landlord/Agent. If Tenant fails to return all copies of the keys and other related items at the expiration of the Lease, Tenant will be responsible for a \$95 administrative fee, and the cost to change the locks or replacing unreturned items. Said cost will be deducted from Tenants' security deposit. Tenant acknowledges that all additional keys purchased by Tenant for the Premises will be returned to Landlord/Agent at the time of move-out. In the event the locks are changed by Tenant, Landlord/Agent and any Tenant should be notified immediately and receive a copy of the new key within 24 hours.

Mail Box Key: If applicable, a total of one (1) mailbox key will be provided to Tenant(s) upon execution of this Lease. The mailbox key shall be returned to Landlord at the expiration of the Lease.

- 12 CONDITION OF LEASED PREMISES: Landlord will deliver the Premises in a clean, safe and sanitary condition, free of rodents and vermin and in habitable condition. Within one week after the Lease Commencement Date, Tenant may submit an online form that will be provided to them on or before to the lease start date detailing the condition of the leased Premises. It is agreed that Tenant shall, within seven days of the lease commencement, provide Landlord/Agent with notice via the online form, of any defects, leaks or breakage in equipment or fixtures of the Premises that were noted by the Tenant upon move in. It is understood that the condition of the property shall be deemed correct, complete, and in good condition, ordinary wear and tear excepted unless Tenant submits the online form with a description and pictures of any noted defects. This covenant, however, does not obligate, and is not understood, interpreted, construed, or in any way meant to imply that Landlord is obligated or expected to repair or correct any alleged defect, breakage, or malfunction, so long as such defect, breakage, or malfunction is not a violation of any housing code. It is understood and agreed, unless explicitly stated in the Additional Provisions Section of this Lease, the Premises shall be delivered to Tenant in "as is, where is" condition. Landlord may leave touch-up paint, supplies, and storage containers/shelving inside the Premises. Tenant agrees not to remove items left by the Landlord.
 - 13. BUILDING MOVE-IN/MOVE-OUT: If applicable, Tenant is responsible for all move-in and move-out fees for the building where the Premises is located and must pay any fees directly to the building manager. As of the date hereof, the move-in fee for this building is (\$0.00). It is also the Tenant's responsibility to coordinate the move-in and move-out directly with the building manager if required by the Association (as defined below). The building manager can be contacted by using the following information:

Moving into the Premises is separate and apart from the building move-in and this will be scheduled after the Lease is signed. If Tenant fails to coordinate its move-in with building manager, Landlord/Agent is not responsible. Tenant agrees to timely register any cars, bicycles and pets with the building manager, as applicable.

14. CONDO/CO-OP/HOMEOWNERS ASSOCIATION: Tenant, Tenant's family, guests, invitees and employees must abide by all rules and regulations and all notices governing the Premises now or hereafter enacted by The (the "Association"). A copy of this Lease will be submitted to the Association, if required. Tenant agrees that any obligation of Landlord that affects the use and occupancy of the Premises or any common area associated with the Premises is enforceable against Tenant. Tenant acknowledges receipt of a copy of the Association governing documents, including but not limited to the Rules and Regulations. Failure to cure any violations of the governing documents by Tenant will be deemed a breach of this Lease and Tenant will be responsible, as additional rent, for the cost of any fines levied upon Landlord as a result thereof.

In addition to the rights of Landlord under this Lease and at law or in equity in the event of any such breach by Tenant, the Association shall have the right and authority to bring legal action and/or equitable action against Tenant and/or such occupant(s) for such failure to comply with such rules, notices, bylaws, or regulations and to enforce the same against Tenant and/or such occupant(s) as the Association's governing documents may allow.

15. RENEWAL; TERMINATION: Tenant must provide notice to Landlord/Agent through the Tenant Portal with their intention to vacate the Premises at least Sixty (60) Days (Two full calendar months) before the Lease Expiration Date. Such notice shall be received by Landlord/Agent by 5:00 pm on the last day of the month preceding the month of which the Lease Expiration Date is sixty days later. For the purpose of clarity, a Lease that expires April 30th requires that Landlord/Agent receive notice by February 28th at 5:00 PM. In absence of this notification, this Lease shall be deemed renewed on a month-to-month basis under the same provisions, covenants and conditions, except for any increase in rent established by Landlord/Agent. Month-to-month tenancies must be terminated with a thirty (30) day written notice through the Tenant Portal to be received by Landlord no later than 5:00 pm on the last day of the month preceding the month of which Tenant intends to vacate the Premises thirty days later. Any rent increase will be communicated to Tenant at least 75 days prior to lease end date.

The tenancy shall terminate on the last day of the month after the notification period. TENANT UNDERSTANDS TENANT IS LIABLE FOR THE FULL MONTHLY RENTAL FOR THE ENTIRE LAST MONTH OF INTENDED OCCUPANCY, WHETHER TENANT REMAINS IN THE PREMISES FOR THE ENTIRE MONTH OR A PORTION THEREOF.

Landlord may give Tenant a ninety (90) days' notice to quit for Personal Use and Occupancy pursuant to section 501(D) of the District of Columbia Rental Housing Act of 1985, as amended (Act), codified as D.C. CODE. §42- 3505.01(d) (Supp. 2008), which notice shall be effective after the expiration of the initial Lease Term.

(Tenant's Initials)

(Tenant's Initials)

(Tenant's Initials)

(Tenant's Initials)

- 16. MOVE-OUT INSPECTION/SURRENDER OF PREMISES: Tenant will, upon termination of this Lease, surrender the Premises and all personal property of Landlord therein in good and clean condition, ordinary wear and tear excepted. Tenant will leave the Premises free of trash and debris. Prior to the move-out inspection, Tenant shall:
- **A.** Upon vacating the Premises, Tenant must return all keys and fobs, garage door openers, passes and any other related items in accordance with Paragraph 11 hereof and the instructions communicated to Tenant from Landlord/Tenant prior to the Lease Expiration Date.
 - B. Have Premises professionally treated for fleas and ticks if pets have been present at the Premises.
 - C. Change all filters.
- **D.** Ensure that all light bulbs and smoke detectors/carbon monoxide alarms in working order. Batteries for ALL smoke detectors/carbon monoxide alarms must be replaced immediately prior to Tenant's departure.
- **E.** Tenant must ensure that the grass is cut, leaves are swept (if applicable) and trash removed. At the Lease expiration, Landlord will hire professional cleaners to clean the interior of the property. If the Premises are rented with carpet or rugs, Landlord will hire professional company to shampoo and clean said rugs or carpets. Such cost for cleaning and steam cleaning will be deducted from the security deposit.
- **F.** Tenant will be responsible for any damage to walls or woodwork including but not limited to those resulting from the use of picture hooks, cup hooks, nails, or screws. Tenant agrees to repair all holes and damage made in walls and woodwork, etc. at his/her sole expense. Tenant will return all floors cleaned in the same condition as received. Tenant is responsible for any damage to the floors due to water stains that are caused by Tenant misuse, omission or neglect. If the repair work to the walls and woodwork are not completed, or not acceptable in Landlord/Agent's sole discretion, Landlord will repair the walls and woodwork at Tenant's cost and expense. Touch-up painting is not permitted. If Tenant decides to perform wall repair or re-painting to return property into original condition, the work must be performed by a professional to avoid additional cost that will be incurred if the repairs are not completed correctly.

Landlord/Agent will inform Tenant of the scheduled inspection through the Tenant Portal or emaill. Tenant has the right to be present at the time of inspection. The scheduled inspection date and time will be determined by Landlord/Agent. The inspection date shall occur within three (3) business days after Tenant vacates the Premises. If Tenant is present during inspection, it is understood that Landlord/Agent will not provide breakdown of charges during the walk-through inspection.

Tenant is required to inform Landlord/Agent of its move-out date at least ten (10) days prior to the end date of this Lease (this applies after proper Lease expiration or Lease termination notice is given as stated above in Paragraph 15). This will be communicated through the Tenant Portal or as indicated by Landlord/Agent.

Tenant must completely vacate the Premises before 12:00 pm Noon EST on the Lease Expiration Date. If Tenant has not vacated by 12:00pm EST, a \$450 fee will be charged to the Tenant as a service charge. If Tenant fails to pay the assessed fee, said cost will be deducted from Tenants security deposit.

Landlord will complete any of the above items not completed by Tenant and such costs will be deducted from the security deposit and Tenant will be charged and remain liable for any costs in excess of the security deposit.

17. SMOKING: Tenant acknowledges that no smoking is permitted in or about the Premises.

18. DEFAULT:

- A. Any breach of any term, condition or covenant of this Lease shall be considered a default hereunder.
- **B.** In the event of any default, except the failure to pay rent or additional rent, or if Landlord deems the tenancy of Tenant undesirable by reason of objectionable or illegal conduct by Tenant or Tenant's family, guests, or employees that causes annoyance to neighbors or should Tenant occupy the Premises in violation of any rule, regulation, or ordinances of Landlord, the Association, if applicable, any governmental rental authority, or any Federal or District of Columbia law, then, Landlord shall have the right give Tenant a thirty (30) day written notice to cure or quit the Premises that includes the basis for said notification.

- **C.** Failure to pay rent, additional rent, service charges, late charges or any other sums due hereunder will constitute a default. In the event of such default, Landlord may use any remedy available under this Lease and/or applicable law, including filing a Complaint in the District of Columbia Landlord/Tenant Court. <u>TENANT HEREBY EXPRESSLY WAIVES</u> ANY NOTICE TO QUIT OR VACATE.
 - D. Tenant action to prevent entry after dually authorized notice shall constitute a default.
 - **E.** Failure of Tenant to obtain and maintain a Renter's Insurance Policy.
- 19. NOTICES: Unless otherwise specified by applicable law, any written notice regarding any of the provisions of this Lease may be given by the Tenant Liaison on behalf of all other Tenants to Landlord/Agent, and any written notice regarding any of the provisions of this Lease may be given by Landlord/Agent to the Tenant Liaison. To the greatest extend permitted by law, if Tenant is more than one person, then all such notices given or received shall affect and apply, with equal force, to all Tenants or authorized occupants, and, if applicable, cosigners, guarantors and subtenants. Unless otherwise specified by applicable law, any notices from Landlord/Agent to Tenant shall be in writing through the Tenant's Portal or email and shall be deemed sufficiently served upon Tenant upon transmission. Any notices required to be in writing and mailed by United States Post Office first class mail, shall have postage prepaid, and sent to Landlord at the addresses designated herein, or to such addresses as the parties may designate in writing from time to time, or otherwise, through the Tenant Portal or email. The following address shall be used for Landlord/Agent: 2200 Wilson Boulevard, Suite 102 Arlington, Virginia 22201, unless Landlord/Agent provides notice of an updated address.

20. MAINTENANCE:

By Tenant: Tenant must generally maintain the Premises in a clean, sanitary and safe condition. Such maintenance includes but is not limited to:

- **A.** Maintaining the Premises in a clean and sanitary condition with prompt and regular disposing of all recycling, trash, garbage and waste in sealed containers. Tenant must deposit the sealed containers where designated for regular pick-up and promptly return the receptacles to their designated storage space in accordance with the rules and regulations established from time to time by Landlord/Agent, or the Association, if applicable. Tenant will abide by all local laws and regulations concerning the separation, special pick-up and removal of recyclables and trash (including large household items). Any fines incurred for failure to comply with said laws will be promptly paid by Tenant and Tenant will furnish receipt of payment to Landlord. Tenant agrees to be present to allow access to
- **B.** Using, operating and cleaning all appliances, equipment and systems in a safe and reasonable manner not to overload any appliances, equipment and systems.
- C. Draining outside water spigots each fall. (NOT APPLICABLE TO APARTMENTS OR CONDO UNITS)
- **D.** Furnishing and replacing all light bulbs, batteries and fuses as needed and changing furnace and air conditioner filters at least every two (2) months. All filter replacement is a Tenant responsibility. Tenant is responsible for resetting garbage disposal, resetting circuit breakers, and cleaning of lint filter each time clothes dryer is used.
- **E.** Keeping outside drains clear and free of debris. (NOT APPLICABLE TO APARTMENTS OR CONDO UNITS)
- **F.** Clearing all plumbing fixtures located inside the premises with plunger. If backup cannot be cleared by Tenant, Landlord/Agent will snake plumbing fixture at Tenant's expense, if the backup is caused by Tenant misuse or neglect as determined by the contractor.
- **G.** Cutting, watering, and maintaining the lawn and pruning shrubbery; promptly removing ice and snow from all walks, steps, and drives; maintaining drains and grounds free of leaves and other debris. (NOT APPLICABLE TO APARTMENTS OR CONDO UNITS WITHOUT OUTSIDE LANDSCPING)
- **H.** Removing any visible moisture accumulation in or on the Premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mopping up spills and thoroughly drying affected areas as soon as possible after occurrence; using exhaust fans in kitchen and bathrooms; using a shower curtain or door at all times to keep floor by the shower and tub dry; and keeping climate and moisture in the Premises at reasonable levels, in Landlord/Agent's sole discretion.
 - I. Replacing toilet flapper or insert (if toilet is running), and repairing toilet chain.
- **J.** Notifying Landlord/Agent of any water leak, excessive moisture, or standing water inside the Premises or in common areas (Tenant may be liable for any damage or high water bill resulting in neglecting one of these issues).
- **K.** Generally controlling and eliminating household pests including, but not limited to, fleas, ticks, roaches, silverfish, ants, crickets, bedbugs and rodents. If Landlord/Agent hires an exterminator, Tenant shall be responsible for such cost if there is proof, in Landlord/Agent's sole discretion that Tenant's acts, omissions or negligence contributed to the infestation of the pests.
- L Replacing broken glass and screens in windows and doors, flooring and drywall after first obtaining Landlord/Agent's prior written consent.

- **M.** Maintaining all carpeting and flooring in a clean and good condition. Tenant must not refinish or shellac the wood floors. Tenant must keep at least 80% of the floor area covered with rugs or carpeting.
 - N. Keeping the Premises adequately heated in order to avoid freezingpipes.
- **O.** Making any repairs, alterations, or additions required by any governmental authority, the Association (if any), insurance company or the Agent due to Tenant's use or occupancy.
- **P.** Tenant agrees not to damage the Premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, or Tenant's family, invitees, licensees, employees, guests, visitors and/or pets. If such damage occurs, Tenant shall responsible for the expense of all repairs in addition to the monthly rent provided hereunder. Tenant shall pay the cost of any unnecessary service call and any cost incurred as a result of Tenant failing to keep appointments (or requiring appointments to be scheduled during overtime hours) with service persons who require access in order to make scheduled repairs.
- **Q.** If Tenant is inadvertently locked out, Tenant agrees to call a licensed locksmith to provide access to the Premises. If a professional locksmith is necessary, Tenant agrees to pay any charges incurred at the time access is given. If the lock(s) must be re-keyed, Tenant agrees to provide the new key(s) to Landlord/Agent and to Tenant's roommates, if applicable, within 24 hours.

Tenant will not flush any products down the toilet except toilet paper, no other products are permitted to be flushed. Tenant will not place any heavy structures, furniture items or any such other articles in the Premises, including but not limited to, water beds, pianos, aquariums or any other heavy objects, without the prior written consent of Landlord/Agent. No items or equipment of any nature, including bicycles, motor bikes, and/or motorcycles, will be housed in front of the Premises, on porches or patios, in halls, stairways, common areas outside the Premises, corridors or fire escapes. No items or impediments are to be placed in the windows, upon ledges, balconies, or balcony rails. Tenant additionally covenants and agrees to comply with the responsibilities imposed on Tenant by Chapter 14 of the Housing Regulations of the District of Columbia, and any amendments thereto.

Tenant must promptly notify Landlord/Agent of any and all problems, defects, breakage, malfunction, damage, or maintenance request with respect to the Premises, and the equipment and fixtures contained therein, (with pictures) through the Tenant Portal or as otherwise instructed by Landlord/Agent. Tenant shall bear any expense for failure to do so. This covenant, however, does not obligate, nor shall it be construed or interpreted in any way to imply that Landlord/Agent is obligated or expected to repair or correct such defect, breakage, malfunction, or damage except as provided above. Landlord/Agent does not guarantee the working condition or repair of items within or outside the Premises which is not a violation of any housing code.

By Landlord: Except as otherwise provided, Landlord (or the Association, if applicable) will maintain the structural portions and electrical, plumbing and heating systems of the Premises in good repair and condition and will be responsible for all major repairs not due to the fault or negligence of Tenant. Structural elements include, but are not limited to, the roof, floor and ceiling systems; bearing walls and partitions; columns, lintels, girders and load-bearing beams; foundation systems and footings; all interior stair-carriage systems; all necessary materials required for the joining, support, fastening or attachment of the foregoing items; all components of the exterior designed to prevent infiltration of water (i.e., paint, shingles, siding and trims); and hand railings, steps, sidewalks and driveways. Landlord will use best efforts to service the HVAC system two times per each calendar year (i.e.: spring and fall). Landlord is responsible for the repair and replacement of the appliances and equipment (such as washers/dryers and garbage disposals); provided, however, if the repair or replacement is due to the fault or negligence of Tenant, as determined by Landlord, then Tenant shall be financially responsible for the entire cost of the repair or replacement of the appliance or equipment.

Heating Type: Forced Air Cooling Type: Central AC

Landlord will endeavor to make repairs in a reasonable amount of time and Tenant shall not withhold rent for any reason relating to repairs. In the event of a bona fide emergency, and if after reasonable effort, notification to Landlord/Agent proves impractical or impossible; Tenant may order reasonable and necessary repairs to alleviate an emergency condition at Landlord's expense, through a licensed and insured contractor. Tenant must immediately notify Landlord/Agent in writing (with pictures) through the Tenant Portal about such emergency, the repairs and upload the receipt for the repairs to the Tenant Portal. If Landlord has a third party warranty, service contract, or preferred provider the time-frame to complete the repair or replacement is at the absolute discretion of the third party company and Tenant agrees not to hold the Landlord liable for delays and Tenant agrees not to withhold rent for delay in making repair.

- 21. LANDLORD CONSENT REQUIRED: Tenant shall not make any repairs, alterations, and/or additions without first obtaining Landlord's prior written consent. Repairs, alterations and/or additions included but not limited to:

 (a) Remodeling, making structural change, alteration, addition or decoration, including papering and painting of Premises; (b) Installing, attaching, removing or exchanging appliances or equipment, such as air conditioning, heating, refrigeration, washer and dryer, TV antenna or satellite dish, wood burning stoves, fireplace inserts or kerosene heaters;
- (c) Driving nails or other devices into walls, ceilings or woodwork (other than a reasonable number of picture hanging nails which are permitted); (d) Affixing any object containing an adhesive backing to any surface in the Premises; (e) Attaching plant hooks to the ceiling; and (f) Rekeying locks, installing additional locks or security systems or cameras.

In the event any repairs, alterations and/or additions are performed by Tenant with Landlord's prior written authorization or made by Tenant in violation of this Lease, Tenant hereby warrants that such activity will be undertaken only if he/she is competent and qualified to perform it, assuring that the work done is safe and meets all applicable codes and statues. Tenant warrants that he/she will be accountable for any incidents or accidents resulting from such work he/she performs or causes to be performed by others, and that he/she will hold Landlord and Agent harmless. Under no circumstances is the cost of said repairs to be deducted from an installment of rent payment. Tenant agrees that such installations, alterations, and/or additions shall remain with the Premises with Landlord's prior approval or Tenant, at its sole expense, must restore the Premises to its original condition.

22. SMOKE DETECTORS; CARBON MONOXIDE DETECTORS:

- **A.** Smoke detectors have been installed and are in proper working condition in accordance with applicable law prior to Tenant's occupancy. It is the responsibility of Tenant to check and monitor smoke detectors periodically during the tenancy and replace batteries as necessary to keep the smoke detectors in proper working condition and to report any malfunctions to Landlord/Agent in writing through the Tenant Portal. Tenant shall not remove or tamper with a properly functioning smoke detector. Tenant further acknowledges and agrees that Landlord/Agent is not the operator, manufacturer, distributor, retailer or supplier of smoke detectors. Tenant assumes full and complete responsibility for all risk hazards attributable to, connected with, or in any way related to the operation or maintenance of the smoke detectors.
- **B.** Landlord/Agent assumes no responsibility or liability for any non-reported malfunctions to or misuse of the smoke detectors by Tenant which results in injury or damage to persons or to the Premises and Tenant shall be responsible for any fines by any governmental agency.
- **C.** Tenant shall have right to install carbon monoxide detectors at Tenant's sole cost and expense in accordance with applicable law. Tenant shall not remove or tamper with a properly functioning carbon monoxide, including removing any working batteries, so as to render the detector inoperative. Landlord/Agent is not responsible in any way for the installation or use of a carbon monoxide detector installed by Tenant, and Tenant agrees to indemnify and hold Landlord/Agent harmless from any and all claims or losses arising from the installation or use of the carbon monoxide detector.
- QUSES/COURTESY AND DISTURBANCES: Tenant will not use the Premises for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable Federal and local laws and ordinances as well as any rules or regulations now in effect, as amended from time to time, made by Landlord/Agent or the Association, if applicable. Tenant shall not permit any person on the Premises to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or Premises or the facilities, equipment, or appurtenances. If Tenants invite groups of people of any size on to the Premises, Tenants agree to use common sense and respectful discretion that is proportionate with the size of the group. Tenants understand that they are fully liable for any damage to the Premises caused in whole or in part by their family members, guests, invitees, employees, agents and pets. Tenant further agrees not to do and not to permit anything to be done on the Premises that will annoy, harass, embarrass, unreasonable disturb, cause a breach of the peace, create a high risk of damage to the Premises, or inconvenience any occupants in adjoining premises or neighbors. Tenant further acknowledges that possession or storage of guns, firearms, other weapons, or any apparatus related thereto, in the Premises or any of the common areas, if applicable, is stricly prohibted, regardless of whether Tenant has permit, license or the like.

Tenant shall not permit controlled dangerous substances of any type or paraphernalia used in connection with controlled dangerous substances within the Premises or in the common areas. Upon obtaining knowledge of any illegal acts or omissions upon the Premises, Tenant agrees to immediately inform Landlord/Agent and the appropriate authorities. Tenant expressly assumes the obligation and affirmative duty of prohibiting family members, guests, employees, agents and invitees from possessing or bringing onto the Premises or common areas any controlled dangerous substance or paraphernalia. Tenant further agrees that the use, possession or distribution of controlled dangerous substances or paraphernalia in the Premises or common areas by Tenant, or Tenant's family members, guests or invitees shall constitute a substantial breach of this Lease by Tenant, which shall entitle Landlord to terminate this Lease and recover possession of the Premises. It is expressly stipulated and agreed to by Tenant that it will not be a defense to any action for possession resulting from Tenant's breach of this paragraph that Tenant did not consent to or have knowledge of the presence of the controlled dangerous substances or paraphernalia upon the Premises or common areas by Tenant's family members, guests, employees, agents or invitees. This paragraph does not limit any rights Landlord might have to seek termination of this Lease without a showing of controlled dangerous substances actually being on the Premises if vehicular and foot traffic to and from the Premises is of such magnitude so as to interfere with the enjoyment of neighbors or, if applicable, common areas.

24. SUBLET/ASSIGNMENT/SUBSTITUTION OF ROOMMATES: Tenant may not assign this Lease or sublet or license the Premises or any portion thereof, or transfer possession or occupancy thereof to any other person or persons

(including but not limited to a substitution of roommates in the Premises) without the prior written consent of Landlord/Agent. Landlord/Agent consent shall be in Landlord's sole discretion and only provided that the prospective assignee or subtenant satisfies established standards set forth by Landlord/Agent for all prospective tenants including, but not limited to, a credit check, rental and employment references and Tenant's payment of \$400 service charge paid to Agent defraying Agent expenses incidental to processing the application for assignment, subtenancy or substitution of roommates. In the case of subletting, Tenant may be held liable for any breach of this Lease by subtenant. This section does not apply to Premises located in the Association or other common ownership community that legally restricts or prohibits subletting or assignments.

25. INSURANCE: Landlord's insurance policy does not provide Tenant with coverage for property damage to personal belonging or personal injury. Tenant is required to obtain a Renter's Insurance Policy to protect Tenant's own property and for public liability. Tenant must add the Agent as Additional Insureds. In the event that Tenant fails to purchase or maintain a Renter's Insurance Policy Landlord may at Tenant's expense purchase said policy to be in effect throughout the Lease, or Landlord may declare Tenant in default of this Lease. Tenant will do nothing and permit nothing to be done on or about the Premises or common areas which will contravene any fire or casualty insurance policy covering the same.

(Tenant's Initials)

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(Tenant's Initials)

- 26. LIABILITY FOR PERSONAL OR PROPERTY DAMAGE: All persons, pets and personal property in or on Premises shall be at the sole responsibility of Tenant. Landlord/Agent will not be liable for any damage or injury to persons, pets or personal property arising from the negligence, acts or omission of acts of Tenant or Tenant's family members, guests, invitees, employees, agents or pets on or about the Premises. Further, Landlord is not liable for any loss or damage to property of Tenant caused by vermin or other pests, from electric wires or fixtures, from heating or plumbing fixtures, from bursting, leaking or overflowing of water, sewer or steam pipes, or by rain, storm water or steam that may leak into or flow from any part of the Premises or from any other cause whatsoever, unless the damages are caused by Landlord's gross negligence or violation of law. Tenant covenants and agrees to indemnify and hold Landlord and Agent harmless in all such matters to the greatest extent of the law.
- **27. INDEMNIFICATION:** Tenant shall indemnify and hold Landlord and Agent harmless against all liabilities, expenses, and losses incurred by Landlord or Agent as a result of:
 - A. Failure by Tenant to perform any covenant required to be performed by Tenant hereunder.
- **B.** Any accident, injury, or damage which shall happen in or about the Premises or appurtenances thereto, or on or under the adjoining streets, sidewalks, curbs, or vaults, other than such accident, injury, or damage as is caused by Landlord's or Agent's own gross negligence or willful misconduct.
- C. Tenant's failure to comply with any requirements of any governmental authority or the Association, if applicable; and
- **D.** Any mechanics lien, or security agreement, filed against the Premises or the property on which the Premises is located, any equipment therein, or any materials used in the construction or alteration of any building or improvement thereon, which arises from work or services performed by or for Tenant, its family or invitees.
- 28. DESTRUCTION BY CASUALTY: If the Premises are be partially damaged by fire, severe weather conditions or other cause, without the fault and neglect of Tenant as determined by Landlord in its sole discretion, the damage shall be repaired at the expense of Landlord and the monthly rent, according to the extent that the Premises is rendered uninhabitable as determined by Landlord, shall be adjusted or suspended until such repairs are completed. If the Premises are damaged by fire or other cause to such extent that Landlord shall decide not to restore the Premises or Landlord shall decide to demolish the Premises, then and in either such events, Landlord shall have the option to terminate this Lease by written notice, and the term of this Lease will end on the day such notice is given with the remaining rent proportionately adjusted to the effective date of termination.

PROPERTY UNFIT FOR HABITATION: If the whole, or any part, of the Premises should be declared, posted, or be the subject of formal notice, by any government authority or law, that it is unfit, unsafe, uninhabitable, unsuitable or not lawfully usable for the purpose of persons under this Lease, Landlord shall have the option of eliminating or correcting the problem, if such can be reasonably performed in Landlord's sole discretion, or terminating this Lease on the date Landlord gives notice to Tenant of such termination or from the date Landlord is compelled by law to terminate further occupancy or use of the Premises, whichever date is earlier, and the remaining rent shall be proportionally adjusted to the effective date of termination.

HABITABLE AREAS OF LEASED PREMISES: For the purposes of this lease, the term "habitable areas of the leased premises" means only the areas of the premises that have (1) drywall and/or plaster walls and ceilings; (2) finished floors (e.g., wood or carpet); and (3) heating and air conditioning. Therefore, habitable areas of the premises do **not** include, for example, an unfinished basement, an unfinished attic, a garage, or a patio. Tenant may access and use areas of the leased premises that are not habitable, but Tenant understands and agrees that (1) access to and use of any such area is at Tenant's own risk; (2) Landlord, as set forth in the "LIABILITY FOR PERSONAL OR PROPERTY DAMAGE" paragraph of this lease, shall not be held liable for any damage to or loss of property that Tenant opts to store there or for any personal injury that might occur there, unless the damage, loss, or personal injury results directly from the the Landlord's gross negligence or violation of law; and (3) the Landlord's responsibility to maintain the premises, as set forth in the "MAINTENANCE" paragraph of this lease,

does **not** apply to such areas. Therefore, while Landlord agrees to use reasonable efforts to maintain areas of the premises that are not habitable if, in the Landlord's sole discretion such repairs are practicable, Landlord makes no warranty with respect to how long such repairs (e.g., stopping water infiltration into an unfinished basement or patio flooding) may take to complete or whether the repairs will be able to be completed or even attempted. Accordingly, Tenant understands and agrees further that Tenant may not withhold rent for any failure on the part of the Landlord to maintain an area of the premises that is not habitable

- 29. CONDEMNATION/EMINENT DOMAIN: If the whole or any part of the Premises shall be taken by eminent domain or condemned pursuant to any governmental authority for any public or quasi-public use or purpose, the term of this Lease shall cease and terminate from the date when possession of the part so taken or condemed shall be required for such use or purpose, and the remaining rent shall be proportionally adjusted to the effective date of termination.
- **30. LANDLORD/AGENT WITHOUT LIABILITY:** In no event shall Landlord/Agent be liable for damages or compensation to Tenant or Tenant's assigns, household, family members, guests, invitees, agents, pets or licensees, or other persons or entity, because of events, actions, or terminations described in or arising from or connected with the provisions of Paragraphs 28, 29 and 30 hereof. Should Tenant be concerned about crime statistics or "Megan's Law," Tenant's encouraged to contact the local police department or other law enforcement agency for further information.
- 31. NOTICE OF INJURIES: In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the Premises or in any common area, written notice of same shall be provided by Tenant to Landlord/Agent at the address designated for delivery of notices as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.
- **32. LANDLORD'S RIGHT TO MORTGAGE:** Tenant agrees to accept the Premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject Premises to same.
- 33. ESTOPPEL CERTIFICATE: Tenant will, at any time and from time to time, upon not less than fifteen (15) days prior request by Landlord/Agent, execute, acknowledge and deliver to Landlord/Agent a statement in writing, executed by Tenant, certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and setting forth such modifications) and the dates to which the additional rent and other sums payable hereunder have been paid; (b) that there is no existing default hereunder or specifying each such default of which the signer may have knowledge and (c) that Tenant does not have any actual or pending claim against Landlord. If Tenant fails to provide such statement by the aforementioned deadline, Tenant agrees to and hereby irrevocably grants Landlord/Agent a power of attorney for Tenant for the purpose of executing and delivering such Estoppel Certificate in the name of Tenant.
- **34. ABANDONMENT:** Abandonment shall be defined as the absence of Tenant from the Premises for a period of fourteen (14) or more consecutive days while rent or any owing monies remain unpaid- whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair the rights and remedies of Landlord under this Lease or applicable District of Columbia law.
- 35. NOTICE OF ABSENCE FROM PREMISES: If Tenant is to be absent from the Premises for fourteen (14) or more consecutive days, written notice through the Tenant Portal of such absence should be sent to Landlord/Agent. If such absences are to be customary or frequent, the expected frequency and duration of absence should be summarily noted in the Additional Provisions paragraph below. Tenant expressly agrees and understands that absence from the Premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay are the same.
- **36. ABANDONED PERSONAL PROPERTY:** Any personal property, which is left on or at the Premises after termination of the tenancy, shall be considered to be abandoned and Landlord/Agent may dispose of it at Tenant's expense. Landlord/Agent shall not be liable to Tenant or any other person for the loss of property so abandoned.
- **37. MODIFICATION OF THIS LEASE:** Any modification of this Lease shall not be binding upon Landlord, unless in writing and signed by both Landlord and Tenant. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this Lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.
- **38. REMEDIES NOT EXCLUSIVE:** The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by local law.
- 39. INVALID TERMS: If any term, covenant, condition, or provision of this Lease, or the construction thereof to any person or circumstance, shall to any extent be deemed invalid or unenforceable, the remainder of this Lease, or the construction of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
- **40. WAIVER OF BREACH:** No waiver or oversight of any breach of any covenant, condition or agreement contained, or compromise or settlement relating to such a breach shall operate as a waiver of this covenant, condition or agreement iteself, or any subsequent breach.

41. HEIRS AND ASSIGNS: It is agreed and understood that all covenants of this Lease shall succeed to and be be binding upon the respective heirs, executors, administrators, successors, assigns and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow Tenant to transfer or assign this Lease in violation of any term hereof.

42. LANDLORD ENTRY AND LIEN:

- A. Entry by Landlord or its Employees/Agents/Contractors: It is understood that any notice by Tenant or any notice by Landlord/Agent for any repairs or services shall be deemed permission for Landlord or its Employees/Agents/Contractors to enter the Premises at a reasonable time without further notice to perform such repairs or services. Such repairs or services include: (i) routine inspection to determine Premises condition, (ii) make repairs, decorations, alterations or improvements; (iii) exhibit the Premises to prospective purchasers, mortgagees, or Tenants. In the event that an individual is required and/or requested by Landlord/Agent to be present to allow access to a contractor/employee, Tenant agrees to be present to provide access. If Tenant is not able to be present during agreed upon time-frame, Agent may be present on behalf of Tenant and a service charge will be accessed to the tenant for this added service.
- **B. Emergency Entry:** Landlord or its Employees/Agents/Contractors may enter the Premises immediately without notice to Tenant in an emergency situation as determined by Landlord/Agent.
- **C.** Entry for Governmental Agency Inspection: Landlord/Agent may enter the Premises after due notice to Tenant when Landlord/Agent is required to allow access to the government agency responsible for an inspection. Tenant agrees to promptly provide such written consent when the same may be required by such government agency.
- D. Entry for Good Cause: Landlord/Agent may enter the Premises after due notice to Tenant when Landlord/Agent has good cause to believe that Tenant may have breached the Lease or may be in violation of local or Federal law.
- **E.** Entry for showing Premises: Tenant will permit Landlord/Agent to post a "For Rent" sign, along with a Key-Box for prospective tenants and agents' access, and to show the Premises at reasonable hours to prospective tenants during the last 60 days of the Lease. If the Premises are put on the market for sale during the tenancy Tenant will permit/Agent to post a "For Sale" sign, a Key-Box, and permission to show. If Tenant refuses to allow access to Landlord/ Agent as provided above, such refusal shall be a breach of this Lease and Landlord may obtain injunctive relief to compel access or may terminate this Lease, and bring an action for possession and damages sustained, including re-letting costs.
- 43. BANKRUPTCY OF TENANT: If Tenant violates any of the provisions of this Lease or any of the rules and regulations imposed by Landlord or the Agent or the Association, if applicable, or if any bankruptcy or insolvency proceedings are filed by or against Tenant (or a receiver or trustee is appointed for his/her property), or if the Premises are vacated or abandoned, Landlord shall be entitled to avail itself of all rights and remedies to which it may be entitled, either by law or in equity (including but not limited to, the right to terminate this Lease and recover possession). Landlord/Agent shall also be entitled to recover reasonable attorney's fees and costs as allowed by law. Landlord's waiver of one default by Tenant shall not be considered to be a waiver of any subsequent default. Tenant waives the benefit of any exemption under the homestead, bankruptcy, and any other insolvency law, as to his obligations in this Lease. In the event that Tenant is adjudicated bankrupt, (or makes as assignment for the benefit of creditors), this Lease, at the option of Landlord, shall terminate upon thirty (30) days written notice and the Premises shall be surrendered to Landlord who reserves the right to repossess the Premises. This paragraph shall survive the termination or expiration of this Lease.
- 44. COURT AWARDED LEGAL FEES: In an action by Landlord to recover possession of the Premises, including a nonpayment of rent action, Tenant is obligated to pay actual court costs awarded by the court, and to pay any other legal costs or attorney fees awarded by a court. If reasonable attorney's fees are awarded by the court in a Failure to Pay Rent action, the attorney's fees are not part of Tenant's rent and need not be paid to redeem the Premises. This paragraph shall survive the termination or expiration of this Lease.

MILITARY/DIPLOMATIC CLAUSE: In the event Tenant is a member of, or subsequently enlists into, the Army, Navy, Air Force, Marine Corps, Coast Guard or the National Guard under call to active service authorized by the President of the United States or Secretary of Defense for more than 30 consecutive days for purpose of responding to a national emergency, declared by the President and supported by Federal funds and if Tenant subsequently receives permanent change of station orders or temporary change of station orders for 90 days or more, including release from military service, Tenant may terminate the lease upon delivering written notice to the Landlord/Agent with proof of his/her assignment. Written notice is effective upon personal delivery, delivery by private business carrier or by placing the written notice in the mail, with return receipt requested. Termination will be effective 30 days after the first date on which the next rental payment is due and payable after the date on which the notice is delivered in the case of a month-to-month tenancy. For any other tenancy, termination is effective on the last day of the month following the month in which the notice is delivered. The Tenant must pay rent through the effective date of termination, on a prorated basis. Tenant is also responsible for the cost of repairing damage to the premises caused by the tenant, if any. The Landlord/Agent will refund the security deposit within 45 days of the date of termination. If Landlord or spouse is or hereafter becomes a member of the United States Armed Forces, U.S. State Department, USAID, or any other Federal Government Agency on extended active duty and is transferred under PSC/Transfer orders, or is released or retired from active duty and is returning to the dwelling unit during the Lease term, he/she may terminate the Lease by giving the Tenant ninety (90) days written notice pursuant to the District of Columbia Municipal Regulations Title 14. Applicant is Military/Diplomat No , Landlord is Military/Diplomat: No

45. PETS:

A. Tenant shall not keep or allow pet(s) on the Premises except as follows or with subsequent written consent of Landlord/Agent. The following pet(s) may be kept on the Premises: **N/A**.

An additional deposit of §0.00 is required for keeping a pet on the Premises. Tenant agrees to pay the costs of having the carpets/flooring professionally cleaned, deodorized and treated for fleas, ticks and other vermin at the termination of occupancy, should the above consent be given. Landlord will hire professional cleaning company and said cost will be deducted from Tenant's security deposit. Tenant further agrees to assume all liability and to be responsible for any damage caused by said pet(s) such as, but not limited to damage to carpets, sub flooring and wood floors, screens, glass and frames and landscaping. Tenant must comply with any pet ordinances enacted by the local authorities, or the Association, if applicable. Tenant shall not keep the pet on Premises if the pet is or becomes vicious or threatening, bites or attacks any person or other pet, or otherwise is or becomes a nuisance.

Tenant assumes full liability for the results of any actions of pet. If Tenant permits or harbors a pet on the Premises without: (1) permission of Landlord, and (2) payment of the required additional deposit, Tenants shall be in violation of the Lease. If Tenant violates the "no pets" provision of the Lease, Tenant agrees to pay, as a service fee, \$200 per month per animal for each month violation exists, in additional to any damages, physical or otherwise, which in the opinion of Landlord were caused by the unauthorized animal on premises. Landlord also reserves the right to require removal of the animal from the Premises.

- **B.** If Tenant or Tenant's minor child has a disability, upon advanced written notice to Landlord plus providing an additional deposit, Tenant may keep and maintain a service animal specifically trained to do work or perform tasks for the benefit of the individual with a disability. Such service animal may be kept within the Premises, and shall have access to the Premises and all other related structures in accordance with applicable laws. If Tenant has a service pet, Tenant agrees to pay the cost of having the Premises de-fleaed and de-ticked by a professional exterminator of Landlord's choice, and if carpeted, the carpeting shampooed and deodorized by a professional cleaner of Landlord's choice, at the termination of occupancy. Tenant further agrees to assume all liability for pet's behavior and actions, and will be responsible for compliance with all laws, regulations and ordinances regarding pets and for any damage caused by said including, but not limited to, odor and property damage.
- **46. AGENCY**; **AGENCY CONTACT INFORMATION**: In the event of an emergency affecting the health, safety, or welfare of Tenant or Premises, Tenant shall contact Landlord's Agent, by calling the following after hours emergency number: 202-400-3685 and submitting a request through the tenant portal. Any maintenance request must be submitted an accordance with Paragraph 20 above.
- 47. INSTALLATION OF LOCKBOX: Authorization is given by Tenant to install a lock box at the Premises for the convenience and use of Landlord or its Employees/Agents/Contractors to show the Premises to prospective Tenants and allow entry to inspectors, contractors, exterminators, appraisers or other parties. Tenant agrees for himself/herself, and assigns, to completely indemnify, save and hold harmless said Agent and employees of Agent from any and all claim, loss or liability arising from the use of said lockbox.
- 48. FIREPLACE, CHIMNEYS, MISCELLANEOUS: Tenant acknowledges and agrees that any fireplace, chimney, wood burning stove and heatolater are not permitted to be used. Landlord does not guarantee that the refrigerator waterline and ice maker are in working condition. If they are in working condition and a malfunction occurs during the lease term, Landlord does not guarantee to fix or repair these items. Landlord agrees to maintain HVAC system, however, Landlord does not gurantee equal airflow from HVAC venting system. No Repairs will be made to remedy lower airflow.
- 49. LEAD PAINT APPLICABLE LAW: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the Premises. Tenant acknowledges receipt from Landlord/Agent of both the District of Columbia and Federal Lead Based Paint Disclosure forms, the Protect Your Family from Lead in Your Home Pamphlet and the Tenant Rights under the District's Lead Law disclosures in both English and Spanish.

Age Classification of Property: Owner Represents and warrants to Tenant(s), broker(s), broker(s) agents and subagents, intending that they rely upon such warranty and representation, that (mark all that apply):

•	House Built Prior to 1978				
	□ Lead-based paint disclosure attached				
•	House Built After 1978				
	☐ Not subject to lead-based paint law.				

- 50. TRUTHFULNESS OF RENTAL APPLICATION: The Rental Application submitted by Tenant has been a material inducement for Landlord to rent the Premises to Tenant and the Lease is granted only on condition of the truthfulness, completeness and accuracy of said representations. If any material facts in the Rental Application are untrue or if the Premises are occupied by anyone other than Tenant and the persons as stated in the Rental Application, Landlord shall have the right to terminate this Lease, to hold Tenant liable for any damage to the Premises, and to avail himself of all rights and remedies to which he may be entitled at lawor equity.
- 51. LANDLORD REQUIREMENTS UNDER HOUSING REGULATIONS OF DC: Each Tenant is jointly and severally liable to Landlord for full performance of each and every covenant and condition of this Lease and for compliance with the applicable law. Tenant acknowledges receipt from Landlord/Agent of a copy of the following: provisions of the Housing Regulations of the District of Columbia: Chapter 3; Section 101; and Section 106, the What You Should Know About Rent Control in the District of Columbia disclosure, the Tenant's Bill of Rights, the Housing Provider's Disclosure to Applicant for Rental Unit in the Housing Accommodation disclosure, the Notice of Tenant Rights Regarding Housing Provider disclosure, and the Housing Provider's Disclosure to New and Existing Tenants disclosure. Any clause or covenant contained in this Lease not in accordance with the amended D.C. Housing Regulations shall be considered null and void.
 - ** Application pending (filing for rent control exemption)

Rent Control Registration #: Pending

This property's BBL number is: Pending

- **52. ADDENDA AND ENTIRE AGREEMENT:** Addendum attached: ⊠ YES, NO. THIS LEASE AND THE ATTACHMENTS HERETO CONTAIN THE FINAL AND ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND NO PARTY TO THE LEASE SHALL BE BOUND BY ANY TERM, CONDITION, COVENANT, WARRANTY, REPRESENTATION, STATEMENT ASSURANCE, OR AGREEMENT, ORAL OR WRITTEN, NOT SET FORTH HEREIN.
- 53. ACKNOWLEDGEMENT: The covenants, conditions and agreements contained are binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. Whenever the context so requires, the singular member shall include the plural, the singular, and the use of any gender shall include all other genders. This Lease and the attachments hereto have been executed and Tenant acknowledges that an executed copy thereof and the attachments were delivered to him/her at the time the Lease was fully executed.

In accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign (the Act), and other applicable local or state legislation regarding Electronic Signatures and Transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement. The parties hereby agree that either party may electronically sign, or initial, as appropriate, by utilizing a digital signature service. In the event a third-party to the transaction contemplated by this Lease requires that any documents relative to the transaction be executed with hand- written signatures, then the parties agree to timely re-execute any necessary documents as required.

(Tenant's Initials)

(Tenant's Initials)

Tenant's Initials)
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Additional Provisions:

SIGNATURES OF THE PARTIES TO THIS RESIDENTIAL LEASE AGREEMENT:

LANDLOPPD Signed by: Sign:	Print:	Divya Bali	Date:	6/17/2022		
965DF8730F1848A		,	_= 4.0.	, <u> </u>		
LANDLORD:						
Sign:	_Print:		_Date:			
TENANT: DocuSigned by:						
Sign: OC1FC6BD25F94E3	Print:	Va <u>rsha Menon</u>	_Date:	6/ <u>21/20</u> 22		
TENANT: DocuSigned by:						
Sign: 480414CEBF59490	Print:	Ha <u>s</u> ini Shyamsundar	_Date:	6/ <u>21/20</u> 22		
TENANT: Docusigned by:						
Sign: 1BF25307BA2E436	_Print:	As <u>hanee Nihinsa Kottage</u>	_Date:	6/ <u>18/20</u> 22		
TENANT:DocuSigned by:						
Sign: Felipe Lobo Locrich	_Print:	Fe <u>lipe Lobo Koerich</u>	_Date:	6/ <u>21/20</u> 22		
TENANT:						
Sign:	Print:		_Date:			
TENANT:						
Sign:	_Print:		_Date:			
Guarantors: The undersigned, by their signature below, are agreeing to be personal guarantors of the prompt and faithful performance of all of the obligations of Tenant under the Lease. Guarantors consent to the jurisdiction of the local or state legislation in any action arising under the Lease or this Guaranty and agree to service of process in the manner prescribed in the so-called Long Arm statute of the District of Columbia as from time to time amended or superseded. Guarantors have no right of occupancy under this Lease.						
Personal Guarantor: A : ()						
Bc18784076F1458 Bc218784076F1458 Date: 6/17/2022	51_691	Print Name: Jennifer Lynn Ulum				
Date: 6/17/2022 Phone: (541) 954-6819 _{Email} : julum@ulum.com						